



CITY ADMINISTRATION COMMITTEE

Date: December 18, 2019
Time: 6:00 PM
Location: Common Council Chambers,
3rd Floor, City Hall

AGENDA ITEMS

Item	Voting Item?	Presenter(s)	Time Allotted
1. Call to Order	No	Chair, Deb Mohlenhoff	15 Mins*
1.1 Agenda Review			
1.2 Review and Approval of Minutes			
Approval of November 2019 Minutes	Yes		
1.3 Statements from the Public			
1.4 Council's Response			
2. Consent			
3. Finance, Budget and Appropriations			
.1 Police – Request to Amend 2019 Budget	Yes	Dennis Naylor, Chief	5 Min
.2 IURA - Community Housing Development Fund, Rescind Prior Authorized Funding	Yes	Nels Bohn, IURA Director	5 Min
.3 Finance – Controller Request to Amend 2019 Budget	Yes	Steve Thayer, Controller	5 Min
.4 DPW – IAWWTF – Request to Amend CP 422J Resolution available after SCJ meeting on 12/18/19	Yes	Steve Thayer, Controller	5 Min
.5 Finance – Approval of Bond Authorization Resolution will be available at meeting	Yes	Steve Thayer, Controller	5 Min
4. City Administration, Human Resources and Policy			
.1 Fire - Approval of City of Ithaca/Town of Ithaca Fire Contract	Yes	Tom Parsons, Fire Chief	5 Min
.2 Highlights from Employee Engagement Survey	No	Schelley Michell-Nunn, HR Director	15 Min
5. Discussion			
.1 Shopping Carts	No	Community Life Commission	20 Min
.2 Council Rules of Procedure	No	All	25 Min
6. Meeting Wrap-Up	No	All	5 Min
6.1 Announcements			
6.2 Next Meeting Date: January 15, 2020			
6.3 Review Agenda Items for Next Meeting			
6.4 Adjourn			

If you have a disability that will require special arrangements to be made for you to fully participate in the meeting, please contact the City Clerk at 274-6570 at least 48 hours before the meeting.

Out of consideration for the health of other individuals, please refrain from using perfume/cologne and other scented personal care products at City of Ithaca meetings. Thank you for your cooperation and understanding.

This meeting can be viewed via livestream on <https://ithacany.viebit.com/>

3. Finance, Budget and Appropriations

.1 Police – Request to Amend 2019 Authorized Budget for NYS Homeland Security Grant

WHEREAS, the Ithaca Police Department (IPD) recently received a US Department of Homeland Security State Homeland Grant administrated by New York State for \$100,000, and

WHEREAS, the grant will be used to develop and enhance tactical team response capabilities through equipment, training and exercise, with funding through August 31, 2021, and

WHEREAS, equipment and resources purchased through this grant will include: Helmet mounted night vision devices, self-contained breathing apparatus, tactical body armor, rapid response vehicle for transport of personnel and equipment, CBRN protective ensemble and backfill of overtime of training; now, therefore, be it

RESOLVED, That Common Council hereby amends the 2019 authorized Police Department Budget to account for the \$100,000 New York State Homeland Security and Emergency Services Grant as follows:

Increase Revenue Account:

A3120-4320	Police Federal Aid	\$ 100,000
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Increase Appropriation Accounts:

A3120-5125- 5001	Police Overtime	\$ 10,000
A3120-5215- 5022	Vehicles	\$ 39,000
A3120-5225- 5022	Police Equipment	<u>\$ 51,000</u>
		\$100,000

Home
Open
Locked

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
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Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Go to
Attachment
Progress
Site Review
Financial
Property

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Ithaca, City of	\$0.00	\$0.00	\$0.00
City of Ithaca Police Department	\$100,000.00	\$0.00	\$100,000.00
Tompkins County Sheriffs Office	\$0.00	\$0.00	\$0.00
Total	100.00%	0.00%	\$100,000.00

Reports
Application
Deficiency
Draft
Contract

Advance Request Amount (If not requesting an advance, please skip) \$

Advance Request Justification (200 character limit)

Help
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Budget Summary by Participant
Ithaca, City of

Login ID:
jramirez

City of Ithaca Police Department
Version 1 - [Edit](#) (Click here to add more lines to budget categories)

4.3.7

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Backfill Overtime Costs - Operator Initial and Spe...	1	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	no
2	Backfill Overtime Costs - Operators attending Join...	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	no
Total				\$10,000.00	\$10,000.00	\$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Helmet Mounted Night Vision Devices	3	\$7,000.00	\$21,000.00	\$21,000.00	\$0.00	no
2	Self-contained Breathing Apparatus	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	no
3	Tactical Body Armor	10	\$2,200.00	\$22,000.00	\$22,000.00	\$0.00	no
4	Rapid Response Vehicle for Transport of Personnel ...	1	\$39,000.00	\$39,000.00	\$39,000.00	\$0.00	no
5	CBRN Protective Ensemble	2	\$1,000.00	\$2,000.00	\$2,000.00	\$0.00	no
Total				\$90,000.00	\$90,000.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Tompkins County Sheriffs Office

3. Finance, Budget and Appropriations

.2 IURA - Community Housing Development Fund, Rescind Prior Authorized Funding

WHEREAS, Cornell University, Tompkins County and the City of Ithaca annually contribute funding to the Community Housing Development Fund (CHDF) to financially assist projects that increase the supply of affordable housing; and

WHEREAS, due to a 2017 administrative error, the City of Ithaca's balance of funds available to invest in affordable housing projects was mistakenly increased by \$150,000 and Cornell University's balance of funds available was mistakenly decreased by \$150,000; and

WHEREAS, this error resulted in the City over-committing \$127,000 in funding rounds #17 and #18; and

WHEREAS, Cornell has agreed to assume the following City CHDF financial commitments:

- \$70,000, Round #17, 402 S. Cayuga Street project,
- \$100,000, Round #18, Cayuga Flats project (formerly known as INHS Scattered Sites); and

WHEREAS, the City of Ithaca previously authorized expenditures for the above listed projects by resolutions dated February 7, 2019, and July 3, 2019, though such funds have not been disbursed; now, therefore, be it

RESOLVED, That the Common Council for the City of Ithaca hereby rescinds authorization to expend City of Ithaca CHDF contributions for the following projects that will receive funding from Cornell University's contributions to the CHDF:

- \$70,000, Round #17, 402 S. Cayuga Street project, and
- \$100,000, Round #18, Cayuga Flats project (formerly known as INHS Scattered Sites).

3. Finance, Budget and Appropriations

.3 Controller - Request to Amend 2019 Budget Judgements and Claims

WHEREAS, during 2019, the City has experienced an increase in expenses related to litigation, and

WHEREAS, during 2019, the City is anticipating a bit higher than budget collections in sales tax revenue; now, therefore be it

RESOLVED, That Common Council hereby amends the 2019 Authorized Budget to account for the increase in litigation expenses as follows:

Increase Revenue Account:

A0001-1101	Sales Tax	\$200,000
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Increase Appropriations Account:

A1930-5000	Judgements and Claims	\$200,000
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4. City Administration, Human Resources and Policy

.1 Fire – Approval of City of Ithaca/Town of Ithaca Fire Contract

WHEREAS, the existing agreement between the Town of Ithaca and the City of Ithaca by which the Ithaca Fire Department provides service to the Town of Ithaca is set to expire on December 31, 2019; and

WHEREAS, in recent negotiations, the Town and the City have agreed on renewal terms generally similar to the previous contract, but now accommodating the additional four firefighter positions recently added to the IFD budget, and without volunteer staffing requirements to accompany those or future increases in professional staff; now, therefore be it

RESOLVED, That the Mayor, upon review by the City Attorney, is hereby authorized to execute an agreement substantially similar to the agreement included herewith, and with such exhibits as may be recommended by the City Controller and the City Attorney, setting a new term for this contract to expire on December 31, 2024.



CITY OF ITHACA

310 West Green Street Ithaca, New York 14850-5497

OFFICE OF THE FIRE CHIEF

Telephone: 607/272-1234 Fax: 607/272-2793

To: Common Council

From: Tom Parsons, Fire Chief

cc: Svante Myrick, Mayor

Date: 12/13/2019

Re: 2020-2024 City-Town of Ithaca Fire Contract

On December 6th, 2019, representatives from the City and the Town of Ithaca met to conclude negotiations for the City-Town of Ithaca Fire Contract that will be in effect through 12/31/2024.

The contract remains relatively unchanged except for the following items:

1. References to the Board of Fire Commissioners is removed from the contract.
2. An updated lease agreement for the land that Fire Stations in the Town of Ithaca occupies will be renewed for another 30-years.
3. Regular reports and updates will be provided to the Town Board by the Fire Chief. The Fire Chief will provide oral reports and updates to the Town Board as reasonably requested.
4. A representative of the Town of Ithaca will participate in the search committee for a Fire Chief when a committee is formed.
5. Town Board will provide representation on a Fire Department Strategic Planning Committee when a committee is formed.
6. The Fire Department's response area is expanded to include the buildings being constructed for the North Campus Residential Expansion Project.
7. The language that referenced the exploration of limiting Fire Prevention Bureau work from Educational Institutions is removed.
8. The career staffing language includes an increase in the number of firefighters from 47 to 51.
9. The language that required the increase of five volunteer firefighters for every increased career position is removed. The contract still requires Town Board approval for sharing the costs of increased staffing above the limits established in the contact. The City could add more staffing above the contract limits, but the City would be responsible for those increased costs without Town Board approval.

THIS AGREEMENT

Made as of the _____ day of _____, ~~2020~~2015, by and between THE CITY OF ITHACA, Tompkins County, New York, (hereinafter referred to as the "City"), party of the first part, and THE TOWN BOARD OF THE TOWN OF ITHACA, (hereinafter referred to as the "Town", acting as and for the Fire Protection District of the said town.

WITNESSETH:

WHEREAS, the party of the first part is ~~the governing Board of the Municipal Fire Department and Common Council of~~ the City of Ithaca, and has under its control and custody personnel and fire fighting equipment of ~~said the Ithaca Fire~~ Department, and

WHEREAS, there has been duly established in said Town a fire protection district known as "Town of Ithaca Fire Protection District", embracing all of the territory in said Town, except the Village of Cayuga Heights, and

WHEREAS, following a public hearing duly held pursuant to New York Town Law § 184, said Town was duly authorized to contract with the party of the first part for fire protection and emergency medical service to the portion of said district hereinafter defined, upon the terms and provisions herein set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Provision of Services. The City shall provide for the portions of the Town of Ithaca Fire Protection District covered by this Agreement fire protection services and emergency medical services equal in level, types and quality to the services the Ithaca Fire Department provides throughout the City. The Ithaca Fire Department shall, to the best of its ability perform its services using the methods, equipment and apparatus, numbers of personnel, timing, and degree of skill and care ordinarily exercised under similar conditions by experienced, competent and reputable fire departments operating

City-Town of Ithaca Fire Contract

in the same or similar locality at the time of performance. The Ithaca Fire Department shall, to the best of its ability keep its facilities, apparatus and equipment in good working condition at all times. The City and Ithaca Fire Department shall comply with all applicable laws and regulations in carrying out their duties under this Agreement.

The portions of the Town of Ithaca Fire Protection District covered by this Agreement are hereafter referred to as the "Town of Ithaca Covered Area" and are described as follows:

ALL of the Town of Ithaca, excepting the following areas:

(a) The Village of Cayuga Heights;

(b) The northeast section of the Town of Ithaca that is situated east of the east boundaries of the Village of Cayuga Heights and the City of Ithaca, south of the Village of Lansing/Town of Ithaca boundary, west of the Town of Dryden/Town of Ithaca boundary and north of a line described as follows: Beginning at a point where Forest Home Drive intersects the east boundary of the City of Ithaca with the Town of Ithaca, thence southerly along the Town/City line approximately 250 feet to the westerly end of a dead-end service road running behind the Plantations Service Building, thence easterly along the toe of a slope of an uphill grade to the south, crossing Judd Falls Road and Caldwell Road and continuing easterly and southeasterly to a point along the center of the elevated grade that runs between the Arboretum Road and New York State Route 366, thence northerly and northeasterly to a point at the northwest corner of the parking area attached to the former Cornell University Transit Facility, and thence northerly to the point where Forest Home Drive crosses the boundary line between the Towns of Ithaca and Dryden.

City-Town of Ithaca Fire Contract

Such southerly line is more particularly shown on the map attached as **EXHIBIT A** by the dashed line running generally easterly from the Town of Ithaca/City of Ithaca boundary to the Town of Ithaca/Town of Dryden boundary.

Generally, the intent is to exclude from the service area those buildings and properties generally accessed from Plantations Road and north, and to include in the service area those buildings and properties that are generally accessed from Tower Road, from Judd Falls and Caldwell Roads south of Plantations Road, or accessed from NYS Route 366, and south.

The Cornell University Filtration Plant is excluded from the area to be serviced under this Agreement (this exclusion being the only change in territorial coverage in this Agreement compared to the January 1, 1995, agreement between the parties).

Notwithstanding the foregoing, those portions of the Cornell University North Campus Residential Expansion ("NCRE") sited within the Town are included in the area to be serviced under this Agreement, ~~INSERT MORE PRECISE DESCRIPTION HERE.~~ consisting of tax parcels 67-1-1.1; 68-1-11.1; 68-1-11.2; and 68-1-12.2 within the Town of Ithaca and bounded by the southerly curb line of George Jessup Road to the North, the westerly curb line of Pleasant Grove Road to the East, the southerly curb line of Cradit Farm Drive to the South, and the Municipal Border with the City of Ithaca to the West.

The parties agree that the Town may, on 30 days' written notice to the City, and without the approval of the City, eliminate from the Town of Ithaca Covered Area any lands that the Town may from time to time omit from the Town of Ithaca Fire Protection District, provided, however, that such elimination shall not alter the calculation of the Town's total taxable assessed valuation of real properties in the Town of Ithaca Covered Area, as calculated in Section 5(b) hereof, which calculation shall be completed as if such elimination had not occurred.

2. Fire Hydrants.

(a) To aid in the determination of hydrant and water source locations with reference to particular alarms, the Town shall furnish to the City the most recently available map of all areas of the Town having hydrant service, showing hydrant locations, normal static hydrant pressure, hydrant flows, static water sources, streets and highways, location and addresses of improved properties with hydrants and the identity of the owner thereof. It shall be the sole responsibility of the Town of Ithaca to provide the City with updated changes in hydrant locations, static sources, and to the related data set forth herein, immediately as they occur. Revised maps reflecting such changes shall be provided at least quarterly. The Ithaca Fire Department shall be entitled to rely on such map and shall not be responsible for any inaccuracies therein.

(b) The Town of Ithaca shall perform all water system testing required by the Insurance Services Organization (ISO), at the frequency specified. The Town will adopt and maintain the NFPA color coding system indicating hydrant flows.

(c) The Town of Ithaca shall provide information on any impaired hydrant or system as soon as practicable after the Town becomes aware of the impairment, and on any new or modified installation that does not meet minimum standards as specified by the American Water Works Association (AWWA), the National Fire Protection Association (NFPA), or the New York State Uniform Fire Prevention and Building Code.

(d) The Town shall maintain an inventory of replacement hydrants adequate to insure timely replacement of damaged hydrants when necessary.

(e) For purposes of maintenance and testing, any hydrant use by the Ithaca Fire Department shall be according to procedures established by the Town and/or the Southern Cayuga Lake Intermunicipal Water Commission (Bolton Point).

City-Town of Ithaca Fire Contract

3. Use of Mutual Aid. The City warrants and covenants that as soon as a serious fire or other emergency results in a situation that could potentially leave the Town of Ithaca Covered Area without adequate coverage from the Ithaca Fire Department, the City, through its Fire Department, shall immediately seek protection through the Tompkins County mutual aid assistance agreement dated September 12, 1955, updated July, 1993 as it may be amended or renewed from time to time, which provides coverage to the Town of Ithaca through deployment of equipment and/or personnel brought into the City or the Town of Ithaca pursuant to the City's request for mutual aid.

4. Term.

(a) The term of this Agreement shall be January 1, 20~~20~~16 through December 31, 20~~21~~19, with an annual review to be held jointly by both parties no later than August 15, 20~~21~~16, and August 15 of each subsequent year of this Agreement (20~~22~~17, 20~~23~~18, and 20~~24~~19). The purposes of the annual review are to clarify any confusion in the Agreement, review expenditures, propose any changes to the Agreement and discuss any changes in Fire Department operations and costs regarding the provision of the services cited in this Agreement for the next year.

(b) Upon 60 days written notice by either party of a need for a modification other than the modification described in paragraph 4 (a), the parties may agree to re-enter negotiation for the purpose of making such change or modification as may be agreed upon.

5. Payments by Town.

City-Town of Ithaca Fire Contract

The Town shall pay the City the following annual sums for the City's services under this Agreement:

<u>2020: \$3,495,000</u>	
<u>2021: \$3,582,375</u>	
<u>2022: \$3,671,934</u>	
<u>2023: \$3,763,733</u>	
<u>2024: \$3,857,826</u>	
2015: \$	3,177,504
2016: \$	3,241,055
2017: \$	3,305,876
2018: \$	3,371,994
2019: \$	3,439,433

The Town shall pay each annual sum in twelve (12) equal monthly payments. Each monthly payment shall be due by the fifteenth (15th) day of that month.

The parties agree that the annual sums set forth above for the years ~~202015-~~ ~~202419~~ shall be adjusted pursuant to the following methodology. ~~The parties agree to amend this Agreement accordingly and in as expeditious a fashion as possible to state the adjusted sums once they are agreed upon.~~ Under no circumstances shall the total amount paid by the Town in any calendar year, plus any adjustment for that year paid in the subsequent year, exceed the annual budgeted amount for Net Expenditures (defined in Section 5(f)(i) below and approved by the Town in Section 6 below) without the Town's prior written approval of any budget changes resulting in such increase.

(a) Net Expenditures. The Town's annual sums for the years ~~202015-~~ ~~202419~~ shall be adjusted upward or downward by the amount of any Town underpayment or overpayment, as the case may be, for the preceding year. Each year, the Town's Percentage Share (defined in Section 5(d) below) of the preceding year's annual Net

City-Town of Ithaca Fire Contract

Expenditures for the Ithaca Fire Department shall be calculated as set forth below in Sections 5(b) et. seq.

On or before the 10th of each month, the City shall supply to the Town a statement in substantially the form annexed hereto as **EXHIBIT B** certified by the Fire Chief or City Controller as being true and correct detailing the actual revenues and expenditures of the Ithaca Fire Department for the preceding month. The actual annual Net Expenditures for a calendar year will be determined by March 31 of the subsequent calendar year, with a corresponding adjustment being made in the next monthly payment after the Agreement is amended to reflect the adjustment. Any additional recommended or required adjustments resulting from any State Comptroller's audit, the City Controller's report, or an independent auditor's report shall become the subject of review, discussion and agreement between the parties prior to any such adjustment being reflected in any subsequent payment. This Agreement shall be amended as soon as possible once adjustments are agreed upon to reflect all adjustments.

The City shall maintain records and accounts of all activity, income, expenses, receipts and payments relating to the Ithaca Fire Department, which accounts shall include, at a minimum, all of the line items set forth in the Year 20~~2015~~ Ithaca Fire Department budget attached to this Agreement as **EXHIBIT C**. The City shall also supply a list of applicable budget codes detailing the nature of the budget lines set forth in **EXHIBIT C**. The City, upon prior reasonable notice, shall provide the Town and its agents access to the City's accounting books, records, accounts, payroll documents and facilities that are directly pertinent to this Agreement for the purposes of examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related to this Agreement. The City shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items accessible to the Town and its agents during the City's performance under this Agreement and for a period of six (6) years from the date of the Town's final payment. The City shall permit the Town and its agents to reproduce documents or excerpts of documents by photocopying or electronic means, provided

City-Town of Ithaca Fire Contract

that the Town shall reproduce such documents on the City's premises unless it receives prior consent from the City to do so off-site.

The City will provide the Town with a copy of the City Controller's annual financial report for the Ithaca Fire Department within 120 days of the close of the calendar year unless the time is extended by mutual written agreement. The City shall provide to the Town copies of an annual independent auditor's report and any State Comptroller's audit report that includes Ithaca Fire Department operations within 14 days of receipt of such reports. All adjustments for each municipality's share shall be finalized as each final report is received, subject to the parties' review and discussion as set forth above.

Upon expiration of this Agreement or if this Agreement terminates early, instead of applying adjustments to future payments, the adjustments shall be made in cash from one party to the other no later than June 1 immediately following the March 31 finalization of actual costs, and with respect to adjustments flowing from final figures as determined by the State Comptroller, the City Controller, and/or the independent auditor, within one month of the date of receipt of the final report from each of said persons or entities, respectively.

(b) The total taxable assessed valuation of real properties in the City shall be combined with the total taxable assessed valuation of real properties in the Town of Ithaca Covered Area. Such amounts are hereinafter referred to as the "Combined Taxable Assessed Valuation". The Combined Taxable Assessed Valuation shall be calculated and agreed upon by the parties as close as reasonably possible to September 1 of each year.

(c) The portion of the Combined Taxable Assessed Valuation located within the Town of Ithaca Covered Area shall be divided by the total Combined Taxable Assessed Valuation. The result is referred to hereinafter as the "Town's Percentage".

City-Town of Ithaca Fire Contract

(d) The Town's Percentage shall be multiplied times the Net Expenditures for the preceding year, and the resulting figure shall be deemed the Town's Percentage Share. The difference between the Town's Percentage Share and the annual sum stated above for the relevant year shall constitute the adjustment described in this Section.

(e) An example of the foregoing calculation is as follows: Assume the annual sum for year X is \$1,800,000. Assuming the yearly Net Expenditures (which number includes debt service but excludes depreciation) determined by March 31 of the subsequent calendar year is equal to \$5,500,000, and assuming that the taxable assessed valuation of real property in the Town of Ithaca Covered Area is \$120,000,000 and the taxable assessed valuation of real property in the City is \$240,000,000, the Combined Taxable Assessed Valuation will be \$360,000,000 (\$120,000,000 plus \$240,000,000), the Town's Percentage will be 33.33% (\$120,000,000 divided by \$360,000,000) and the Town's Percentage Share of year X's Net Expenditures will be \$1,833,150 (33.33% x \$5,500,000). The parties will then amend the Agreement as soon as possible to reflect the adjustment of \$33,150, and that amount is added to the Town's next monthly payment following amendment of the Agreement. Under other scenarios, the difference between the Town's Percentage Share and the annual sum may be a negative number, in which case the Town shall receive a credit on its next monthly payment following amendment of the Agreement.

(f) For the purpose of this Agreement (including paragraphs 5(b) through 5 (e) above) the following terms shall have the following meanings:

(i) The term "Net Expenditures" shall mean the actual expenditures of the Ithaca Fire Department including the items set forth in the budget discussed below, less all revenues received by the City for Fire Department operations except for the Town's payments pursuant to this Agreement and except for general tax revenues raised by City taxes. The following matters shall govern the calculation of "Net Expenditures":

(A) There will be included in revenues any amounts received by the City or the Town from any contributions from Cornell University and Ithaca College for fire protection, emergency medical services, or similar services, contributions from any other tax-exempt entity provided for fire protection or emergency medical services, refunds, gifts, grants, state or federal aid related to the Ithaca Fire Department, income from the sale of Fire Department assets, code and any other inspection fees or enforcement revenues related to services performed by Fire Department personnel, rental income, and any other forms of income payable to the Fire Department, to the City, or to any other entity associated with either, for Fire Department-related activities or expenses.

(B) Only expenses relating directly to the operation of the Ithaca Fire Department shall be included in Net Expenditures (e.g., equipment purchase and maintenance, building purchase, renovation or maintenance, salaries and fringe benefits of Fire Department personnel, gasoline, supplies, and other items directly related to the operation of the Fire Department).

(C) To the extent there is equipment or buildings that are used by the Ithaca Fire Department and by other City departments or personnel, there shall be a reasonable allocation of the expenses related to such equipment or buildings between Fire Department and non-Fire Department uses, with only the portion attributable to the Fire Department to be included when determining Net Expenditures. Occasional use by other entities (City or otherwise) or for other purposes such as for a polling place, SWAT Team exercise facility, or similar occasional uses that are not inconsistent with Fire Department use, do not require allocation.

(D) Both parties understand that there are general City overhead expenses outside of the internal Ithaca Fire Department administrative services that are required to operate the Fire Department. These are expenses from the Mayor's office, engineering, finance, City Clerk, City Chamberlain, information technology, City Attorney, and human resources. These expenses shall be considered administrative fees. The Town shall pay the City ~~\$190,658~~ ~~174,495~~ for its share of such administrative fees for the year ~~2015~~2020. For each subsequent year, the Town's payment for administrative fees shall increase by the same percentage as the percent increase in the Ithaca Fire Department budget. The administrative fees are included in the annual sums listed for the years ~~2015-2020~~2020-2024 at the beginning of paragraph 5, and the Town shall pay the City this fee in equal installments on a monthly basis as part of its annual sum payments.

(E) In addition to the amounts included in Net Expenditures pursuant to subparagraphs (A) through (D) above and subject to the provisions of subparagraphs (F) through (H) below, there shall be included in Net Expenditures any required debt service payments related to equipment and/or buildings dedicated solely to Ithaca Fire Department use, provided that the debt service relates to bonds or notes issued for a period equal to the period of probable usefulness for the capital item as determined by the Local Finance Law of the State of New York (presently Section 11.00 of such Local Finance Law), unless the Town consents to a shorter period.

(F) No depreciation shall be included in the calculation of Net Expenditures.

(G) Net Expenditures include (I) actual expenses incurred by the City, and not reimbursed from bonds or other forms of debt, to pay for equipment (including capital renovations to existing equipment) and improvements (including renovations or additions to the Town and City fire stations) and (II) the debt service expenses (principal and interest payments) during the year for any debt incurred to pay for equipment or improvements.

It is the intention that if equipment is purchased and paid for in cash during the year, the entire cost of the equipment shall be included in Net Expenditures. If equipment is purchased and paid for by financing over a period of years, only the portion of debt paid during the year shall be considered as part of Net Expenditures. There is included in Net Expenditures any debt service during the year in question related to purchases or construction in earlier years of this or any preceding contract, provided that no purchases or construction incurred earlier than 1989 shall be so included.

(H) Expenditures out of grants received for purposes that would not otherwise be authorized expenditures under the terms of this Agreement may nevertheless be included in Net Expenditures up to the amount of grant revenues received to cover such expenditures

(ii) The term “budget” means the budget prepared and formatted as set forth in this Agreement in the form attached as **EXHIBIT D** with review by the Town, which includes the revenues and expenditures authorized for inclusion by the terms of this Agreement as the same is adjusted in each succeeding year as set forth herein to reflect the actual expenses and revenues of each year.

6. Review of Operating Budget. The City agrees to provide the Town with the budget proposed to the Mayor by the Ithaca Fire Department by September 1 of each year, and the Mayor's proposed budget by the first Wednesday of October of each year. The form of the budget shall include, at a minimum, all of the line items set forth in the Year 2015 budget summary attached as **EXHIBIT C**. Any administrative expense or charge set forth in the budget shall be substantiated by identifying the specific office or officer performing the administrative service, the name of the incumbent presently in the office performing the service, the nature of the service being provided, the cost of the administrative service, and the rationale for its inclusion as part of the Ithaca Fire Department budget if the individual performing the service is other than one of the staff referred to in paragraph 13 below. No administrative expense resulting from services performed by persons other than the staff referred to in paragraph 13 shall be included in Net Expenditures unless the Town so consents in writing. The Town Board shall have the opportunity to provide input to the Mayor and Council during the balance of the budget deliberation process. The Town shall be notified of, and have the opportunity to attend and participate in, the Common Council budget meetings which may be held to review and approve the Ithaca Fire Department's capital and operating budgets. The Fire Chief shall provide notice of such meetings as soon as they are scheduled.

7. Approval of Capital Budgets. The City agrees to provide the Town with the capital improvement budget requests proposed to the Mayor by the Ithaca Fire Department by September 1 of each year, and the Mayor's proposed budget by the first Wednesday of October of each year. The parties agree that capital renovations in excess of \$100,000 per project or aggregating in excess of \$200,000 per annum, and new station construction, shall be accomplished within a capital budget for each project. The budgets shall be approved by the appropriate governing body of each municipality prior to commitments for construction or financing of any of such projects by the City. For the purposes of this Agreement a "capital" expenditure or renovation shall mean any improvement of a capital nature having a period of probable usefulness set forth in Section 11.00 of the Local Finance Law.

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(a) The replacement schedule for "heavy apparatus," e.g. engines, aerial ladders, and light rescues, shall be based upon a 15 year useful life. The replacement of Heavy Rescue shall be based upon a 20 year useful life.

(b) **EXHIBIT E** shall project for the succeeding ~~50-15~~ years the proposed replacement schedule for fire apparatus costing in excess of \$100,000 per vehicle.

8. (a) Payment of Fire Department Expenses. No Ithaca Fire Department expenses shall be paid out of any of the funds paid by the Town hereunder except upon approved voucher or other similar document per the approval process in the City Code. No payments out of any funds paid by the Town hereunder shall be authorized in any budget line in excess of the total amount of the Fire Department Budget until the budget has been amended and the amendment approved by the Common Council. Without limiting any other remedy of the Town, if payments are made in violation of this provision, the Town may withhold future installments until there is compliance with this provision.

(b) Maximum Equipment Expenditures. Expenditures in any year for new equipment shall not exceed \$200,000 absent the mutual written agreement of the parties hereto prior to commitments for such purchases and financing of same.

9. Fire Stations in Town, Manner of Title, Lease, Reimbursement. Title to the land for the existing fire stations located on South Hill at 965 Danby Road and West Hill at 1240 Trumansburg Road in the Town was taken in the name of the Town and then leased by the Town to the City by a Lease Agreement dated July 14, 1989, currently pending renewal on identical terms. The lease is-was, and is again anticipated to be, for 30 years at the rate of \$1.00 per year, provided that the lease shall terminate upon termination of this Agreement and payment by the Town of any remaining City indebtedness on the premises. Title to the two existing stations constructed in the Town was taken in the name of the City. Should this Agreement terminate at any time for any cause (including a breach by the Town or termination or expiration of the Agreement),

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upon termination the City will convey to the Town whatever interest it has in and to the land, the two stations in the Town, and any other improvements to said real property. Upon conveyance, the Town shall:

(a) reimburse the City for its 30% of the construction expenditures for said stations paid by the City during the duration of the Lease Agreement; and

(b) pay to the City any remaining unpaid debt service obligations of the City relating to the stations.

There shall be credited to the amounts owed from the Town to the City the 27% contributions made by the Town to the City for the renovations of existing stations within the City limits as set forth in the Lease Agreement.

The City shall convey its interest in said stations located within the Town to the Town by such instruments as the attorneys for the Town may reasonably require, such conveyance to be made within 30 days of demand for same, provided that such conveyance by the City is not illegal. If illegal, the City will immediately take all necessary steps to remove any legal impediment and will convey such stations as soon as such impediments are removed. In any event, the City will within ten days of demand for same by the Town, and pending legal title transfer, deliver immediate possession and occupancy of such stations so that the Town or any entity (such as a fire company) may occupy and use same immediately for fire protection and emergency medical service purposes. Such use and occupancy shall be granted without any further compensation from the Town to the City. In the event of any breach of the obligations to convey or to grant immediate occupancy, the Town may seek specific performance in addition to any other remedies available to the Town under law or equity.

For purposes of Section 3 of the Lease, this Agreement shall be considered a renewal of the Fire Contract referred to in such section so that for the purposes of the

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Lease there has been no termination of the Fire Contract which would require termination of the Lease.

10. Insurance.

(a) The City as the lessee of the real property underlying the South Hill (Station 5) and West Hill (Station 6) fire stations shall provide adequate property insurance coverage for the property and buildings during the duration of the lease. The cost of the insurance shall be included in the annual operating budget of the Fire Department. The City shall name the Town as an additional insured on said coverage. Proof of such coverage is set forth as **EXHIBIT F**, and such coverage shall be maintained throughout the term of this Agreement.

(b) The City shall also procure and maintain the following insurance coverages with limits of liability not less than the limits specified. Except for collision and comprehensive and workers' compensation and disability coverage, insurance coverages shall not be provided by self-insurance.

(i) Commercial General Liability: including Premises/Operations, Contractual Liability, Products/Completed Operations, Personal Injury and Broad Form Property Damage--Occurrence Form required. The Town of Ithaca and its officers, employees, board members, agents and elected officials are to be included as Additional Insureds with respect to fire protection and other related services rendered to the Town.

Each Occurrence:	\$ 1,000,000
Products/Completed Operations Damage Limit:	\$ 10,000,000
Personal and Advertising Injury Limit:	\$ 1,000,000
General Aggregate Limit:	\$ 10,000,000
Damage to Rented Premises (each occurrence):	\$ 100,000
Medical Expense:	\$ 5,000

(ii) Automobile Liability: \$1,000,000 - Any Owned, Hired and Non-Owned Autos. The Town of Ithaca and its officers, employees, board members, agents and elected officials are to be included as Additional Insureds with respect to fire protection and other related services rendered to the Town.

(iii) Umbrella Policy: \$5,000,000 – Occurrence Form Required. Must state Follow Form of General Liability and Automobile Liability Policies. Statement regarding Follow Form coverage must be on certificate of insurance.

(iv) Additional Specifications: All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's Rating of A XI or better. Prior to the execution of this Agreement and throughout the term of the Agreement, the City shall furnish the Town with written evidence from its insurer(s) of the insurance coverage described herein through use of certificates of insurance acceptable to the Town. Broker signature is not acceptable. All certificates shall contain a thirty (30) day notice of cancellation, non-renewal or material change to the Town of Ithaca. The City shall not take any action to cancel or materially change any of the insurance required under this Agreement without the Town's prior written approval of such cancellation or change. The foregoing insurance coverage is not intended to nor does it limit the liability of the City to hold the Town harmless.

(v) Proof of the coverage required by this subparagraph b is set forth as **EXHIBIT G** and such coverage shall be maintained throughout the term of this Agreement.

11. Equipment Reimbursement. Upon termination of the Agreement for any cause the Town shall be entitled to receive 30% of those items of equipment which

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originally cost \$25,000.00 or more, or 30% of the dollar value of such equipment purchased by the City during the term of this Agreement reduced by the depreciation on such equipment. For this purpose equipment so purchased shall be depreciated on a straightline basis over fifteen years assuming a 20% residual value. To the extent feasible the equipment to be transferred to the Town will be the equipment located in the stations located within the Town. Such conveyance shall be by such appropriate documentation such as bills of sale, vehicle registration, etc. as may be reasonably required by the attorneys for the Town. If the City fails to transfer such items, the Town may seek specific performance in addition to any other remedies available to the Town under law or equity.

12. Contributions from Tax Exempt Entities. The City agrees to include in the revenues included to calculate Net Expenditures the total cash contributions made by Cornell University and Ithaca College to the City or Town for fire protection and emergency medical services and paid each year of this Agreement. Any amounts for fire protection and emergency medical services received from Cornell University as per the Memorandum of Understanding (MOU) dated October 21, 2003, and signed on 12/22/2003, between the City and Cornell University, or other subsequent agreement, or Ithaca College in the future shall be included in the calculation of Net Expenditures. Additionally, elected representatives from the City and the Town agree to meet regularly to continue joint discussions with Cornell University and Ithaca College in the interest of deriving contributions, be they monetary, in-kind, or a combination thereof, that bear a direct relation to the fire and emergency medical services provided to those institutions. It shall be the responsibility of the elected representatives to report the results of the discussions to their respective governing bodies. It is also understood that any in-kind contributions from tax-exempt entities will accrue to the direct benefit of the cost of operating fire protection and emergency medical services (i.e., the entire monetary value of in-kind contributions must be included as revenues to calculate Net Expenditures), without any apportionment between the Town and City.

13. Staffing Levels.

(a) As of July 1, 2015, the number of paid career personnel in the Ithaca Fire Department used as a basis for determining shared costs under this Agreement is 5147 permanent firefighters, eight lieutenants, six assistant chiefs, one deputy chief, one fire chief, and one administrative coordinator, for a total of sixty-~~four~~-eight positions. In the event that the City proposes to approve additional positions, such positions must be approved in writing by the parties hereto and made an amendment to this Agreement in order to be considered as a shared cost. Should the City choose to add any positions which are not approved in writing by the Town, all costs relating thereto will be borne solely by the City. Should the Town request the addition of any paid positions or paid career personnel which are not approved in writing by the City, all costs relating thereto will be borne solely by the Town. Unless the Town agrees in writing to a lesser level of staffing, the City agrees that each of the two fire stations located in the Town of Ithaca will be staffed in the same manner as individual stations in the City. ~~Any staff added in excess of one position beyond the 2015 shared-cost level (i.e., any additions in excess of sixty-five positions, including administrative staff) shall be approved only with the concurrent addition of five volunteers per such addition, at least two of which shall intend to become interior fire fighters.~~

~~_____ (b) Fire Prevention Bureau~~

~~_____ The City and Town of Ithaca agree further to explore the potential to eliminate from the workload of the Fire Prevention Bureau those inspections permitted by N.Y. Education Law § 807-b(7).~~

14. Town Representation on Fire Commission Inclusion in Fire Department Governance.

(a) Updates. The Fire Chief shall, by email or in hard copy, provide to the Town quarterly written updates regarding substantial fiscal or operational issues as to which new information (since the previous written update) may usefully be provided. The Fire Chief shall additionally provide such oral updates to the Town as and when reasonably requested.

~~(b) Fire Chief Search Committee. On such occasions as the City is establishing a search committee pursuant to Section C-26 of the City Charter for appointment of the position of Fire Chief, The total membership of the Board of Fire Commissioners shall be five, two of which shall be representatives of the Town of Ithaca Fire Protection District appointed by an appropriate representative of the City shall provide the Town with written notice of the same, and thereafter the Mayor of the City shall appoint as a voting member of the search committee one designee of the Town from two names recommended by the Town Board of the Town of Ithaca, provided, however, that the Town may initially recommend one name if that name subsequently proves satisfactory to the Mayor.~~

~~The first meeting of the search committee will occur no sooner than 21 days after the City dispatched to the Town the written notice required by this subparagraph (b), and in the event that a Town-recommended member of the search committee has not been appointed by the Mayor by that time, the search committee may begin its work subject to that member joining the search committee as soon as appointed, said appointment not to be unreasonably delayed.~~

~~The Town-recommended member of the search committee shall maintain the confidentiality of information obtained during the search process to the same standard and requirements as other members of the search committee. No persons shall be appointed as the Town representatives unless recommended by the Town Board.~~

~~(c). Strategic Planning. On such occasions as the City is establishing a formal Strategic Planning committee specific to the Fire Department, the City shall provide a Town designee with a seat on that Committee according to the same procedures and requirements as specified in the immediately preceding subsection (b).~~

15. Indemnity. The City shall defend, indemnify, and hold the Town, its elected officials, public officers, employees, boards and agents harmless from all damages, losses, claims, actions and lawsuits by third parties (including those asserted or brought by Ithaca Fire Department employees and volunteers) with regard to for personal injury, death, property damage (including loss of use), contamination of or adverse effects to the environment, or other damages or losses caused by or claimed to be caused by, or

arising from or claimed to arise from, the City's answering of calls for fire protection or emergency medical services in the Town or other provision of services related to this Agreement, or arising out of this Agreement in any other way. Such indemnity shall include settlements and reasonable costs of defending such claims, including attorney's fees. To the extent the Town is negligent, the City's indemnification shall not extend to the proportion of loss attributable to the Town's negligence. The City's indemnification also shall not extend to the proportion of loss attributable to the Town's negligence in the event of payments to injured firefighters or representatives of deceased firefighters under the Workers Compensation Law, General Municipal Law, or other New York statutes, where the aforementioned laws allocate liability to the Town for such payments. The obligation to indemnify shall survive termination of this Agreement whatever the cause of such termination. Indemnification shall be provided for all acts, failures to act, or occurrences occurring during the term of this Agreement (e.g., the City shall provide such indemnification for any claims made with respect to actions by the City prior to the termination of this Agreement even if the claim itself is not made until after termination of the Agreement).

16. Exculpation. Nothing herein contained shall be deemed to limit in any lawful way any lawful right of ~~the Board of Fire Commissioners,~~ the City, the Town, or any member of the Ithaca Fire Department provided by the general statutes of the State of New York, provided that this provision shall not be deemed to abrogate or modify any rights or obligations provided for in this Agreement.

17. Authority of Chief. It is specifically understood and agreed that the number of personnel, the amount and type of apparatus and equipment dispatched in answer to a fire call or to an emergency medical services call, the manner of fighting the fire, or handling the medical services, and other operations upon the scene of the fire or medical emergency, are matters within the judgment of the Fire Chief of the City of Ithaca Fire Department (the "Chief") or the Chief's designees. The City and its officers shall use sound professional judgment based on generally accepted standards in the provision of its fire protection, emergency medical, emergency, and non-emergency

services provided pursuant to this Agreement. The word “Chief” shall mean the person duly appointed to that office in the Ithaca Fire Department by the Mayor of the City.

18. Payment of moneys from Foreign Insurance Companies. The payment by the Town to the City of moneys collected by or received from foreign insurance companies writing property insurance in the Town of Ithaca Fire District for the benefit of the active firefighters serving the Town of Ithaca Covered Area shall be governed by a separate agreement between the parties.

19. Audits. The Town reserves the right to cause an audit of City accounts related to this Agreement on demand. If an overpayment error equal to or exceeding 5% of the Town’s share is not found after final settlement of the preceding year, such audit shall be done at the expense of the Town. If an overpayment error equal to or exceeding 5% of the Town’s contract share is found after final settlement of the preceding year, the City shall pay for such audit. (An overpayment error in this context is defined as a calculation of the Town’s contribution that resulted, or would have resulted, in an overpayment by the Town.)

20. Building Code and Parking Enforcement. The parties agree that each party shall have the respective rights, obligations, and duties with respect to enforcement of the Uniform Fire Prevention and Building Code set forth herein.

(a) The Town of Ithaca shall provide to the Ithaca Fire Chief reports of all fire safety inspections conducted on premises within the Town of Ithaca Covered Area.

(b) The Town of Ithaca shall provide for the review and recommendation for approval, or not, by the Chief of the Ithaca Fire Department or designee all plans and proposals requiring Fire Department access.

(c) The City’s issuance and prosecution of tickets for fire lane and handicapped parking violations in the Town shall be governed by a separate agreement between the parties.

21. Termination. Notwithstanding any other provision contained herein, either party may terminate this Agreement by giving written notice of such intention to terminate to the other party to be received by the other party at least one full calendar year prior to the date of intended termination. If the Town is the terminating party, it must hold a public hearing pursuant to New York Town Law § 184(8) before it gives written notice of its intention to terminate.

22. Written Notice. Where notification is required by this Agreement to be given to a party, it shall be in writing and shall be delivered to the Town Supervisor (if the notice is to the Town), or the Ithaca Fire Department Fire Chief, who shall notify the Mayor ~~and Chair of the Board of Fire Commissioners~~ (if the notice is to the City), with delivery by hand, certified mail, or a commercial courier service to the other party at the addresses shown above or such other address as is hereafter designated in writing by that party. Notice of a change of address must be made in the same manner as other notices. Notices shall be deemed given when they are received.

23. Workers Compensation and Disability Insurance. If the City ceases to self-insure for workers' compensation and/or disability coverage, the City shall present to the Town proof that the City provides the levels of workers' compensation and/or disability coverage required by the State of New York.

24. Independent Contractor. The City will be at all times an independent contractor and not an agent for the Town. The City shall be fully responsible for all acts and omissions of its employees, volunteers, subcontractors, and suppliers, and specifically will be responsible for sufficient administration and supervision to ensure compliance in every respect with the Agreement requirements. There will be no contractual relationship between any subcontractor or supplier and the Town by virtue of this Agreement with the City. No provision of the Agreement will be for the benefit of any party other than the Town and City. The City, and not the Town, is the employer of

its employees and is responsible for their wages, hours, benefits, worker's compensation, social security, and all other incidents of employment.

25. No Assignment. This Agreement may not be assigned by the parties.

26. Binding Nature of Agreement. This Agreement is binding upon the parties and their respective representatives and successors.

27. Governing Law, Jurisdiction, and Enforcement. This Agreement is made in New York, and shall be construed under the laws of the State of New York without regard to, or the application of, New York State's choice of law provisions. Both parties consent that if any action is brought to enforce this Agreement, it shall be brought in an appropriate Court in Tompkins County, New York, and both parties consent to the jurisdiction of such court.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements, negotiations or understandings, existing between the parties. This Agreement may be amended only by written instrument signed by each party and only after the Town holds a public hearing pursuant to New York Town Law § 184(8) and after the City follows relevant City and/or state laws and procedures.

29. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Town shall survive the completion of services hereunder and the termination of this Agreement.

30. Severability. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and

City-Town of Ithaca Fire Contract

effect as if this Agreement had been signed with the invalid portion so modified or eliminated.

Instrument to be executed by their duly authorized officers as of the day and year first above written.

CITY OF ITHACA

Svante L. Myrick, Mayor Date

TOWN OF ITHACA TOWN BOARD

~~Herbert J. Engman~~ William Goodman, Town Supervisor

Richard DePaolo, Councilman Date

~~William Goodman~~ Pamela Bleiwas, Councilwoman

Tee-Ann Hunter, Councilwoman Date

Patricia Leary, Councilwoman Date

Eric Levine, Councilman Date

Rod Howe, Councilman

Date

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.:

On the _____ day of _____ in the year 20~~2015~~ before me, the undersigned, personally appeared Svante L. Myrick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.:

On the _____ day of _____ in the year 20~~2015~~ before me, the undersigned, personally appeared ~~Herbert J. Engman~~William Goodman, Supervisor of the Town of Ithaca, Richard DePaolo, Councilman of the Town of Ithaca, Pamela

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~~Bleivas~~~~William Goodman~~, Councilman of the Town of Ithaca, Tee-Ann Hunter, Councilwoman of the Town of Ithaca, Patricia Leary, Councilwoman of the Town of Ithaca, Eric Levine, Councilman of the Town of Ithaca, and Rod Howe, Councilman of the Town of Ithaca, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public